



REAL ESTATE MANAGEMENT
E-MAIL: WWW.MIDBORO.COM

**The Onyx Chelsea Condominium
PURCHASE APPLICATION**

Please submit one (1) original of the completed application package. Incomplete packages will not be forward to the Board. The applicant information and financial information forms must be typed or printed legibly with black ink.

Completed Sale Application (attached)

- Credit Check Application – must be completed by every applicant over the age of 18
- Financial Statement
- Gym Release form
- Emergency Contact Form
- Window Guard Form

Contract of Sale – signed by all parties, dates and include all riders

Condo Sales Rider

W-2 forms (Last 2 years)

Employment Verification Letter-stating annual salary, bonus(if applicable), position held, length of employment. If you are self-employed, please submit a letter from your CPA or accountant stating your income.

Pay Stubs (for the past 30 days) –at least two (2)

Two (2) Professional Reference Letters

Three (3) Personal Reference Letters

Landlord reference letter-stating length of tenancy and amount of rent paid

Bank Reference Letter (Must show bank account balance)

Photo ID (driver's license, non-driver's license, alien registration card, valid US passport or foreign passport

Loan Commitment Letter (if financing) must include monthly mortgage payment and interest amount. If you have not locked in, the mortgage company must provide a Good Faith Estimate of your monthly payment and interest amount.

Self employed, applicants also need to submit:

- Financial Statement for Business – Must be prepared by CPA

Sales, Leasing, Financing & Insurance

148 West 37th Street [Bet. 7th Ave. & Broadway] New York, NY 10018 – 212-877- 8500 -Fax 212-851-8535

The Onyx Chelsea Condominium

Schedule of Fees - Due at submission

- \$350 - processing fee (non-refundable) made payable to Midboro Management, Inc.
- \$55 - per applicant credit check fee for all adults 18yrs. and older who will reside in the apt. (non-refundable) made payable to Midboro Management, Inc.
- \$2,000 – Move in Deposit (refundable) payable to The Onyx Chelsea Condominium
Deposit will be refunded after moving inspection by managing agent if no damage has occurred during move
- \$2,000– Move out Deposit (Due at submission-refundable) made payable to The Onyx Chelsea Condominium by the unit owner

Fees Acknowledgment

I (we) hereby acknowledge that all fees paid pursuant to this purchase application are non-refundable, unless otherwise noted, and hereby authorize you or your agents to obtain a consumer report and related and contact any references or employers listed herein.

X _____
Applicant

Date

X _____
Co-Applicant (if any)

Date

The Onyx Chelsea Condominium

Midboro Mangement, Inc. realizes that this application contains sensitive personal information. We require the social security number for each applicant (and each other adult occupant of the apartment) on the Authorization to Obtain Consumer Reports Form. This is the only place on the application requiring a social security number, but social security numbers may be contained in other documents, please black out or otherwise obliterate the social security number as Midboro Management, Inc. can not be responsible for the security of this information if it is included in these documents.

MIDBORO MANAGEMENT, INC.

PURCHASER'S NAME _____ S.S. # _____

EMAIL ADDRESS _____

PURCHASER'S NAME _____ S.S. # _____

EMAIL ADDRESS _____

SELLER'S NAME _____

EMAIL ADDRESS _____

Apartment # _____ Sales Price: _____ Financing: _____

PURCHASER'S ATTORNEY NAME _____

FIRM ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

SELLER'S ATTORNEY NAME _____

FIRM ADDRESS _____

TELEPHONE _____ FAX _____

EMAIL ADDRESS _____

INFORMATION REGARDING APPLICANT(S)

Home Address _____

Telephone _____

Business or Professional Affiliation and Position _____

Business Address _____

Telephone _____

Names of all persons and relationships who will reside in the apartment and if children, please state number and their approximate ages _____

Name of all residents in the building known by the applicant _____

Does applicant wish to maintain any pets, and if so, please specify _____

REFERENCES

LANDLORD

Present Landlord or Agent _____

Address _____

Approximate Length of Occupancy _____

Previous Landlord or Agent _____

Address _____

Address of previous residence and approximate length of occupancy _____

FINANCIAL

a. Bank (Personal Account)

Address _____

b. Bank (Personal Account)

Address _____

c. Bank (Business Account)

Address _____

d. Stock Broker, C.P.A., Executor, if any _____

Address _____

e. For information regarding source(s) of income, contact _____

BUSINESS/PROFESSIONAL

1. Name _____

Address _____

2. Name _____

Address _____

3. Name _____

Address _____

4. Name _____

Address _____

SPECIAL REMARKS

Please give any additional information which may be pertinent or helpful _____

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of his/her knowledge and belief.

Signature of Applicant

Signature of Spouse/Co-Applicant

All information above has been supplied by the applicant(s), and Midboro Management, Inc., make no representations, nor are any implied, as to the accuracy or completeness thereof.

FINANCIAL STATEMENT

Name(s) _____

Address _____

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____ 20__.

ASSETS		Applicant	Co-Applicant	LIABILITIES		Applicant	Co-Applicant
Cash in Banks				Notes Payable			
Money Market Funds				To Banks			
Contract Deposit				To Relative			
Investments; Bonds & Stocks - see schedule				To Others			
Investment in own business				Installment Account Payable:			
Accounts and Notes Receivable				Automobile			
Real Estate Owned-see schedule				Other			
Year Make Automobile				Other Accounts Payable			
Personal Property & Furniture				Mortgages Payable on Real Estate see schedule			
Life Insurance				Unpaid Real Estate Taxes			
Cash Surrender Value				Unpaid Income Taxes			
Retirement funds/IRA				Chattel Mortgages			
401K				Loans of Life Insurance Policies (Include premium Advances)			
KEOGH				Outstanding Credit Card Loans			
Profit Sharing/Pension				Other Debits - itemize			
Other Assets				TOTAL LIABILITIES			
TOTAL ASSETS				NET WORTH			
COMBINED ASSETS				TOTAL LIABILITIES & WORTH			
SOURCE OF INCOME		Applicant	Co-Applicant	COMBINED			
Base Salary	\$	\$		CONTINGENT LIABILITIES			
Overtime Wages	\$	\$		As Endorser or Co-maker on Note	\$		
Bonus & Commissions	\$	\$		Alimony Payments (Annual)	\$		
Dividends & Interest Income	\$	\$		Child Support	\$		
Real Estate Income (Net)	\$	\$		Are you a defendant in any legal action?			
Other Income - Itemize	\$	\$		Are there any unsatisfied judgments?			
TOTAL	\$	\$		Have you ever taken bankruptcy? Explain:			
GENERAL INFORMATION		Applicant	Co-Applicant	PROJECTED EXPENSES/MONTHLY			
Personal Bank Accounts				Maintenance	\$		
				Apartment Financing	\$		
				Other Mortgages	\$		
				Bank Loans	\$		
Savings & Loan Accounts				Auto Loans	\$		
Purpose of Loan				Total	\$		

SCHEDULE OF BONDS AND STOCKS

# OF SHARES	DESCRIPTION (EXTENDED VALUATION IN COLUMN)	MARKETABLE VALUE	NON-MARKETABLE VALUE

SCHEDULE OF REAL ESTATE

DESCRIPTION AND LOCATION	COST	ACTUAL VALUE	MORTGAGE AMT.	MATURITY DATE

SCHEUDLE OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

TO WHOM PAYABLE	DATE	AMOUNT	DUE	INTEREST	PLEDGED AS SECURITY

Date: _____ Signature _____

Date: _____ Signature _____



REAL ESTATE MANAGEMENT
WWW.MIDBORO.COM

CREDIT CHECK APPLICATION

Applicant Name _____

Soc. Sec. # _____ Date of Birth _____ Tel. # _____

Present Address _____
street city state Zip _____

Landlord Name _____ Tel. # _____

Landlord Address _____

How Long At Present Address? _____ Rent Amount _____

Employer _____ Tel. # _____

Address _____ Person To Verify _____

Salary _____ How Long _____ Position _____

Co-Applicants Name _____

Soc. Sec. # _____ Date of Birth _____ Tel. # _____

Present Address _____
street city state Zip _____

Landlord Name _____ Tel. # _____

Landlord Address _____

How Long At Present Address? _____ Rent Amount _____

Employer _____ Tel. # _____

Address _____ Person To Verify _____

Salary _____ How Long _____ Position _____

The undersigned certifies that the foregoing is true and hereby authorizes Midboro Management, Inc. to obtain a consumer credit report, DMV report, landlord/tenant court report, criminal report and verify all references listed above. In addition, the undersigned releases all parties to provide such information as requested by Midboro Management, Inc. pertaining to this application.

Applicants Signature

Date

Co-Applicants Signature

Date

Sales, Leasing, Financing & Insurance
148 West 37th Street [Bet. 7th Ave. & Broadway] New York, NY 10018 – 212-877- 8500 -Fax 212-875-0808

DAMAGE RESPONSIBILITY AGREEMENT

I hereby agree to accept all responsibility for payment of any damage incurred to the elevators and public areas during my move in/out of The Onyx Chelsea Condominium

Signature _____

Signature _____

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

MIDBORO MANAGEMENT, INC.
148 West 37 St., 8th Floor
NEW YORK, NY 10018

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.

Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.

- You must notify your landlord in writing if a child under 6 comes to live with you during the year.
- If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

Window Guards

By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).

- ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
- It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.

These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply.

- ☐ A child under 6 years of age (5 years or younger) lives in my apartment.
- ☐ A child under 11 years of age (10 years or younger) lives in my apartment and:
- ☐ Window guards are installed in all windows as required.
 - ☐ Window guards need repair.
 - ☐ Window guards are NOT installed in all windows as required.
- ☐ No child under 11 years of age (10 years or younger) lives in my apartment:
- ☐ I want window guards installed anyway.
 - ☐ I have window guards, but they need repair.

Last Name	First Name	Middle Initial
Street Address	Apt.#	City
	State	Zip Code
Telephone Number		
Signature	Date	

The Onyx Chelsea Condominium

AGREEMENT AND RELEASE OF LIABILITY

This agreement and release (the "Agreement") is for the benefit of The Onyx Chelsea Condominium, its Board members and managing agent Midboro Management, Inc (collectively, the "Association").

In consideration for allowing the undersigned person(s) to use the gym and exercise room and/or equipment (collectively, the "Equipment") located at 261 West 28th Street, New York, NY, 10001, I make the following statement and promises:

I am aware that the use of the exercise room and/or equipment involves certain risks of injury and I expressly assume the risk and responsibility for any and all accidents or injuries of any kind, which I may sustain by reason of my physical exercise, use of the equipment and use of room.

I agree that I, my heirs and legal representatives: (1) will not make a claim or initial suit against the Association for any injury or damage resulting from my use, or the use by other persons, of the equipment, and (2) do hereby release and discharge the Association from all claims or demands arising from injury or damage to me caused by my use of the exercise room and/or Equipment.

I have not requested or received any express representations or warranties as to the use of the Equipment and the Association does not make any implied representations or warranties with regard to fitness or the use of the Equipment. I have also not requested or received any instruction or training as to the use of the Equipment and I acknowledge that the Association does not provide any.

If I have a disability or illness, I promise to consult with my physician and receive the approval of my physician before using the equipment.

I will not permit any occupant (whether tenant, licensee or guest) of the apartment to use the exercise room and/or equipment unless such occupant shall sign this agreement at the end hereof.

I HAVE CAREFULLY READ THIS AGREEMENT AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS AGREEMENT AND RELEASE WILL BE BINDING UPON ME AND I SIGN IT OF MY OWN FREE WILL.

SIGNATURES OF ALL OCCUPANTS/GUESTS OF THE APARTMENT WHO WILL BE USING THE EXERCISE ROOM AND/OR EQUIPMENT ARE REQUIRED BELOW:

Tenant Signature Apt. #:

Print Name Date

Tenant Signature Apt. #:

Print Name Date

EMERGENCY CONTACT INFORMATION SHEET

UNIT OWNER/RESIDENT NO. 1

MOBILE NO. _____ OTHER NO. _____

UNIT OWNER/RESIDENT NO. 2

MOBILE NO. _____ OTHER NO. _____

EMERGENCY CONTACT(S)

PLEASE PROVIDE THE NAMES OF INDIVIDUALS TO BE CONTACTED IN THE EVENT OF AN EMERGENCY:

MOBILE NO. _____ OTHER NO. _____

THE KEYS TO MY APARTMENT ARE WITH (CHECK ONE): ☐ SUPER ☐ NEIGHBOR ☐ OTHER

IF NEIGHBOR; NAME _____ APT. _____

IF OTHER; NAME _____

RELATION _____ TEL _____

() NO KEY ACCESS

PLEASE NOTE THAT IF THERE IS A VALID REASON FOR ENTRY TO YOUR APARTMENT FOR EMERGENCIES (SUCH AS A GAS LEAK, WATER LEAK, FIRE, ETC.) AND YOU HAVE NOT PROVIDED ACCESS, YOU WILL BE HELD RESPONSIBLE FOR ANY AND ALL COSTS ASSOCIATED WITH THE EMERGENCY. IT WOULD BE IN YOUR BEST INTEREST TO PROVIDE ACCESS AT ALL TIMES.

THANK YOU FOR YOUR COOPERATION

SIGNATURE _____ DATE _____

PROPOSED PURCHASER'S ACKNOWLEDGEMENT

Date _____

To: Board of Managers of **The Onyx Chelsea Condominium** (the "Condominium")
Re: Apartment _____
Premises: _____, New York, NY _____
Seller(s): _____
Proposed Purchaser(s): _____ (the "Applicant")

The undersigned Applicant(s) of the above-referenced apartment (the "Apartment"), in connection with the request that the Board of Managers of the Condominium waive its right of first refusal to purchase the Apartment do(es) hereby acknowledge and agree:

1. Non-refundable Fees – Applicant has submitted payment of certain fees in connection with the consideration of the application to the Board of Managers of the Condominium, including but not limited to fees to check Applicant's credit and for the processing of the application. Applicant acknowledges that there are certain costs incurred in the processing of this application, including the fees described herein, and that the aforementioned fees will not be refunded to the Applicant. The Applicant releases both the Condominium and Cooper Square Realty, Inc. from the return of any of these fees incurred in processing the application, and agrees if the Applicant seeks recovery of any of these fees, Applicant shall be liable for all costs and expenses incurred by the Condominium or Managing Agent.
2. Smoke Detector – An operational smoke detector is installed in the Apartment and that if Applicant is approved as purchaser of the Apartment and does purchase the Apartment, Applicant will be responsible for maintaining the smoke detector in proper working order.
3. Carbon Monoxide Detecting Devices – An operational carbon monoxide detector(s) is installed in the Apartment such that there is not less than one such detector within fifteen (15) feet of the primary entrance to each room used for sleeping purposes, and that if Applicant is approved as purchaser of the Apartment and does purchase the Apartment, Applicant will be responsible for the maintenance and repair of such detector(s) and for replacing any such detector(s) stolen, removed, missing or rendered inoperable during Applicant's occupancy of the Apartment. Applicant has received from the Seller, or will receive prior to taking occupancy, written information regarding the testing and maintenance of the detector(s).
4. House Rules – Applicant has received and read the House Rules for the Condominium, and if Applicant is approved as purchaser of the Apartment and does purchase the Apartment, Applicant agrees to abide by all such House Rules, as the same may be amended from time to time.

5. Fire Safety Plans – Applicant has received and read the Fire Safety Plan for the Premises.

6. Window Guards – Applicant has received the “Notice to Tenant or Occupant” stating that the law requires the installation of window guards if a child ten years of age or under lives in the Apartment, and has completed and returned the form with this acknowledgement form.

Terms in this acknowledgement used in the singular shall be deemed to include the plural, and terms used in the plural shall be deemed to include the singular. Terms in this acknowledgement used in the masculine shall be deemed to include the feminine, and terms used in the feminine shall be deemed to include the masculine.

Proposed Purchaser

Proposed Purchaser

Social Security Number

Social Security Number

RIDER
TO CONTRACT OF SALE / PURCHASE AGREEMENT
FOR THE ONYX CHELSEA CONDOMINIUM

This Rider to the Contract of Sale or Purchase Agreement is attached to and made a part of the Contract of Sale or Purchase Agreement dated as of _____, 20____, by and between _____ and _____ ("Seller", whether one or more) and _____ ("Purchaser" whether one or more). All references in the attached Contract of Sale or Purchase Agreement and in this Rider to "this Contract" or "this Agreement" shall mean the form and the rider, collectively. The provisions of this Rider control any conflict with the provisions of the form. In addition to the printed terms and provisions of the attached Contract of Sale or Purchase Agreement, Seller and Purchaser agree as follows:

"THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE HEREBY MADE EXPRESSLY SUBJECT TO THE RIGHTS IF ANY, OF THE CONDOMINIUM BOARD OF THE CONDOMINIUM WITH RESPECT TO THE TRANSACTION EMBODIED HEREIN PURSUANT TO THE TERMS OF SECTIONS 7.2 AND 7.3 OF THE BY-LAWS OF THE CONDOMINIUM, AS THE SAME MAY HAVE BEEN AMENDED."

TO CONFIRM OUR AGREEMENTS, SELLER AND PURCHASER RESPECTIVELY SIGN THIS RIDER AS OF THE DAY AND YEAR WRITTEN ABOVE ON THIS RIDER.

SELLER(S):

PURCHAER(S):

Seller 1:

Purchaser 1:

(Sign above)

Print Name: _____

(Sign above)

Print Name: _____

Seller 2:

Purchaser 2:

(Sign above)

Print Name: _____

(Sign above)

Print Name: _____

ONYX CHELSEA CONDOMINIUM

RESIDENTIAL RULES AND REGULATIONS

1. The sidewalk, entrance passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any other purpose other than ingress to and egress from the Residential Units.
2. No bicycles, rollerblades, scooters, skateboards or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose or ridden in the Building or the courtyard. No baby carriages or any of the above mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.
3. All service and delivery persons will be required to use the service entrances or such other entrances of the Building designated by the Condominium Board or the Managing Agent. In addition, all servants, messengers, and trades people visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Residential Unit Owners or their Family Members, guests, tenants, subtenants, licensees or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees, or invitees.
4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for the purpose and only through the service entrances.
5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.
6. No Residential Unit may be used for the storage of any flammable materials or any other materials the storage of which may constitute a Building code violation or which will increase the insurance requirements for the Building.
7. No refuse from the Residential Units shall be sent to the service area of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, windows, or placed upon the window sills, of the Building, and no Residential Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.
8. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Building

9. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the Building.
10. Nothing shall be done or kept in any Residential Unit or in the Common Elements that will increase the rate of insurance of the Building, or contents thereof. No Residential Unit Owner shall permit anything to be done or kept in the Residential Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any law. No Residential Unit Owner or any Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in the Residential Unit any inflammable, combustible, or explosive fluid material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of the Residential Unit.
11. There shall be no barbecuing in the Residential Units, in their appurtenant Limited Residential Common Elements, if any, or in the Common Elements.
12. No Residential Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or emanate from the Residential Unit or its appurtenant Limited Residential Common Elements, if any, or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the Residential Unit Owners. No Residential Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit or its appurtenant Limited Residential Common Elements, if any, between 11:00 PM and the following 9:00 AM, if the same shall disturb or annoy other occupants of the Building, and in no event shall any Residential Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 PM and the following 9:00 AM. No construction, repair work, or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 AM and 5:00 PM, unless construction or repair work is necessitated by an emergency.
13. No pets other than dogs, caged birds, cats and fish (which do not cause a nuisance, health hazard or unsanitary condition) may be kept in a Residential Unit without the consent of the Condominium Board. Each Residential Unit Owner who keeps any type of pet will be required to: (a) indemnify and hold harmless the Condominium, all Unit Owners and Managing Agent from all claims and expenses resulting from acts of such pet; and (b) abide by any and all Residential Rules and Regulations of the Condominium adopted with respect thereto.
14. In no event shall any animal be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the Building, unless carried on a leash. No pigeons or other birds or animals shall be fed from the window sills, or other public portions of the Building, or on the sidewalk or street adjacent to the Building.

15. No group tour, open house or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Residential Unit shall be used for home occupation purposes in conformance with the Declaration and the By-Laws, no patients, clients, or other invitees shall be permitted to wait in any lobby, public hallway or vestibule.
16. Unless expressly authorized by the Condominium Board in each instance, not less than 80% of the total floor area of each room of each Residential Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise reducing material.
17. No window guards or other window decorations shall be installed in any Residential Unit or its appurtenant Limited Residential Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.
18. No ventilator or air-conditioning device shall be installed in any Residential Unit or its appurtenant Limited Residential Common Elements, if any, without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.
19. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, illumination (including, without limitation, "For Sale," "For Lease," or "For Rent" signs) shall be inscribed or exposed on or at any window or other part of the Building, except such as are permitted pursuant to the terms of the Declaration and/or By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Residential Unit without similar approval.
20. All radio, television, or other electric equipment of any kind of nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.
21. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they are designed, and no sweepings, rubbish, rags or any other article shall be thrown into same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the Owner of the Residential Unit.
22. Each Residential Unit Owner shall keep the Residential Unit and its appurtenant Limited Residential Common Elements, if any, in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

23. The agents of the Condominium Board or the Managing Agent, and any contractor or workperson authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least 1 day's prior notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of any vermin, insects, or other pests, however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Residential Unit for its permitted purpose.
24. The Condominium Board or the Managing Agent may retain a pass-key to each Residential Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to the Residential Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Residential Unit Owner's property).
25. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by an agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for the Residential Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of the Residential Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 24 above) be liable for any injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected herewith.
26. Residential Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever, enter upon, or attempt to enter, upon the roof of the Building unless such roof is part of a lawful Terrace.
27. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.
28. Any consent or approval given under these Residential Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval, may in the discretion of the Condominium Board or the Managing Agent, be conditional in nature.
29. No Residential Unit Owner shall install any plantings on any Terrace or roof without the prior written approval of the Condominium Board. Plantings shall be placed in containers impervious to dampness and standing on supports at least two inches from the Terrace or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the containers to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in containers which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable

weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such Terrace or roof but shall stand on supports at least two inches above such surface. No planting shall be permanently affixed to a Terrace or roof surface but shall be able to be easily moved. It shall be the responsibility of the Residential Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Residential Unit Owner shall pay the cost of any repairs rendered necessary by or damage caused by such plantings. The Condominium Board shall have an easement and a right of access to the Terrace appurtenant to the Unit to inspect the same and to remove violations therefrom and to install, operate, maintain, repair, alter, build, restore, and replace any of the Common Elements located in, over, under through, adjacent to, or upon the same.

30. No Residential Unit Owner shall enclose, erect a greenhouse and/or alter the Terrace appurtenant to a Residential Unit in any way, without the prior written consent of the Condominium Board.
31. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board and the Managing Agent.
32. All Residential Unit Owners have a Terrace appurtenant to a Residential Unit shall be restricted at all times from erecting, building, and/or placing any structure or object on such Terrace which would in any way restrict, impair, diminish, obstruct, or interfere with the light, air and views enjoyed by the occupants of the floors located above the Terrace. Notwithstanding the foregoing, such Residential Unit Owners shall not be prohibited from placing non-permanent outdoor furniture and plantings on the Terrace appurtenant to their respective Unit in accordance with the rules and regulations promulgated by the Condominium Board.